

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS ENGINEERING EXTENSION SERVICE AND THE CITY OF COLLEGE STATION**

This Memorandum of Understanding (MOU) is entered into by and between the Texas Engineering Extension Service (TEEX) and the City of College Station, a Texas home-rule municipal corporation (hereinafter referred to as the "City"), by and through its authorized representative, for the coordination of the purchase and delivery of equipment to the City pursuant to a grant funded by the Office of Justice Programs, Office for Domestic Preparedness, Fiscal Year 1999 State Domestic Preparedness Equipment Program (hereinafter referred to as the "Grant").

## **STATEMENT OF RESPONSIBILITIES:**

### **TEXAS ENGINEERING EXTENSION SERVICE will:**

- Coordinate purchase and delivery of authorized equipment selected by the City, as funded through the Grant awarded to the City.
- Monitor and track progress of equipment deliveries until the City receives all authorized equipment requested and provided under the Grant.
- Serve as the interface between the City of College Station and the Office of Justice Programs, Office for Domestic Preparedness, for those matters related to the authorized equipment provided under the Grant, including, but not limited to, the purchase, delivery, and condition of said equipment.
- Provide a point of contact to assist the recipient jurisdiction with any questions or problems, including, but not limited to, the purchase, delivery, and condition of the authorized equipment provided under the Grant.

### **THE CITY OF COLLEGE STATION will:**

- Provide to TEEX a written list of the final selection of authorized equipment provided under the Grant, selected from the list provided by TEEX.
- Provide a written list of model names and information necessary to allow correct equipment to be purchased.
- Provide the name and full contact information of the individual authorized to receipt for equipment on the form provided by TEEX.

- Provide the name and full contact information for the City of College Station's financial point of contact on the form provided by TEEX.
- Accept transfer of title for equipment received provided that the City of College Station determines that the condition of the equipment is satisfactory.
- Provide to TEEX an inventory of any equipment received with a unit cost greater than \$15,000, as established from the list provided by TEEX and referred to hereinabove, with the initial inventory due to TEEX no later than March 2003, and subsequent inventories due every two (2) years thereafter.
- Provide copies of documentation showing receipt of items to TEEX.

**ALTERNATIVE DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Texas Engineering Extension Service (hereinafter "TEEX") and the contractor to attempt to resolve any claim for breach of contract made by the contractor.

- A. A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Arturo Alonzo, TEEX Deputy Director. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TEEX and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- B. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TEEX if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- C. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TEEX nor any other conduct of any representative of TEEX relating to the contract shall be considered a waiver of sovereign immunity to suit.
- D. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Office of Attorney General of Texas pursuant to Chapter

2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Chapter 68.

- E. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
- F. The designated individual responsible on behalf of TEEX for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be Arturo Alonzo, TEEX Deputy Director.

**GOVERNING LAW:** The terms and conditions of this MOU and performance hereunder shall be construed in accordance with the laws of the State of Texas.

**CITY FUNDS:** Nothing in this MOU shall be construed to obligate City funds to the purchase or delivery of the authorized equipment.

**EFFECTIVE DATE:** This MOU shall become effective upon full execution by both Parties to the agreement.

**AMENDMENT:** This MOU may be amended by written instrument approved and executed by both Parties.

**SEVERABILITY:** If any provision of this MOU shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

THE UNDERSIGNED PARTIES HEREBY STATE THAT THEY HAVE READ THE TERMS OF THIS MOU AND BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS MOU.

**TEXAS ENGINEERING EXTENSION SERVICE**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF COLLEGE STATION**

Signed: \_\_\_\_\_

Thomas E. Brymer,  
City Manager

Date: \_\_\_\_\_

APPROVED:

Signed: \_\_\_\_\_  
Charles Cryan,  
Director of Fiscal Services

Date: \_\_\_\_\_

Signed: Harvey Cargill, Jr.  
Harvey Cargill, Jr., City Attorney

Date: \_\_\_\_\_